

EXHIBIT 7

ELECTRONICALLY

FILED

07-19-07

K. TORRE, CLERK OF THE COURT
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF CONTRA COSTA - MARTINEZ
 BY: C. GREEN, DEPUTY CLERK

1 Douglas R. Young (State Bar No. 073248)
 2 James H. Colopy (State Bar No. 172806)
 3 Andrew W. Ingersoll (State Bar No. 221348)
 FARELLA BRAUN & MARTEL LLP
 4 Russ Building, 17th Floor
 235 Montgomery Street
 San Francisco, CA 94104
 Telephone: (415) 954-4400
 5 Facsimile: (415) 954-4480

6
 7 Attorneys for Defendant
 VULCAN MATERIALS COMPANY

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF CONTRA COSTA

11 CITY OF MODESTO and CITY OF
 12 MODESTO SEWER DISTRICT NO. 1,

13 Plaintiffs,

14 v.

15 THE DOW CHEMICAL COMPANY, et al.,

16 Defendants.

Case No.: MSC06-01019

**ORDER GRANTING VULCAN
 MATERIALS COMPANY'S MOTION FOR
 DETERMINATION OF GOOD FAITH
 SETTLEMENT**

Date: August 1, 2007

Time: 9:00 a.m.

Dept.: 6

Judge: Hon. David B. Flinn

18
 19 Having considered the papers submitted, the argument of counsel, and good cause
 20 appearing, IT IS HEREBY ORDERED that:

21 Vulcan Materials Company's Motion for Determination of Good Faith Settlement is
 22 GRANTED in all respects. The settlement between the Plaintiffs City of Modesto and City of
 23 Modesto Sewer District No. 1 ("Plaintiffs") and defendant Vulcan Materials Company
 24 ("Vulcan"), as set forth in the written agreement attached as Exhibit 6 to the "Declaration of
 25 James H. Colopy in Support of Vulcan Materials Company's Motion for Determination of Good
 26 Faith Settlement," filed in support of the motion, is found to be made and entered into in good
 27 faith, and shall have the legal effects described in California Code of Civil Procedure
 28 Sections 877 and 877.6. Specifically, under Section 877, the release and dismissal, given in good

1 faith before verdict or judgment, discharge Vulcan from all liability for any contribution to any
 2 other parties. Specifically, under Section 877.6, this determination by the Court that the
 3 settlement was made in good faith shall bar any other joint tortfeasor or co-obligor from any
 4 further claims against Vulcan for equitable comparative contribution, or partial or comparative
 5 indemnity, based on comparative negligence or comparative fault. This settlement shall reduce
 6 the claims against the non-settling defendants in the amount of the consideration paid, as
 7 determined by the Court, that amount being set forth in the next paragraph of this order.

8 IT IS HEREBY ORDERED that for purposes of setoff against any ultimate recovery by
 9 Plaintiffs, non-settling defendants collectively shall have one single, total setoff of \$395,000
 10 (Three Hundred and Ninety-Five Thousand Dollars). Ninety percent (\$355,500) of the total setoff
 11 shall be allocated to liability attributed to contamination from the 1700 McHenry Avenue,
 12 Suite 64 Site and ten percent (\$39,500) shall be allocated to liability attributed to contamination
 13 from the 119 East Granger location. This allocation was not opposed by any non-settling
 14 defendant.

15 IT IS HEREBY ORDERED that, pursuant to California Rules of Court Rule 3.1382, all of
 16 Plaintiffs' claims asserted in this action against Vulcan based upon comparative fault or equitable
 17 indemnity are hereby dismissed, with prejudice.

18 IT IS SO ORDERED.

19
 20 DATED: July 18, 2007

21 By: _____
 22 Hon. David B. Flinn
 Superior Court Judge

Digitally signed by David Flinn
 DN: on=David Flinn, c=US, o=Superior
 Court, ou=Dept. 6,
 email=dflin@contracosta.courts.ca.gov
 Reason: I am approving this document
 Location: Martinez, CA
 Date: 2007.07.18 15:50:35 -07'00'

23
 24 Approved as to Form:

25
 26 /s/ Evan Eickmeyer
 27 Duane C. Miller
 Michael D. Axline
 Evan Eickmeyer
 28 MILLER AXLINE & SAWYER